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8-11-04  
ached original documents or copy thereof.

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To the Honorable Commissioner of Pat

Name of conveying party(ies):

Hopkins Manufacturing Corporation

Individual(s)  Association  
General Partnership  Limited Partnership  
 Corporation-State KS  
Other \_\_\_\_\_

ditional name(s) of conveying party(ies) attached?  Yes  No

Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

ecution Date: July 26, 2004

Application number(s) or patent number(s):

2. Name and address of receiving party(ies)

Name: Antares Capital Corporation <sup>as agent</sup>

Internal Address: Suite 4400

Street Address: 311 S. Wacker

City: Chicago State: IL ZIP: 60606

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Delaware  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

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2004 AUG 11 PM 2:12

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

Name and address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn LLP  
33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 30

7. Total fee (37 CFR 3.41).....\$ 765

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

08/11/2004 ECOOPER 00000126 1324094

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01 FC:8521

40.00 DP

02 FC:8522

723.00 DP

Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Laura Konrath

Name of Person Signing

*Laura Konrath*  
Signature

8/9/04  
Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK

REEL: 003024 FRAME: 0771

Continuation  
Item 4

**Schedule 1**

U.S. Trademark Registrations; Foreign Trademark Registrations; U.S. Trademark Applications;  
Foreign Trademark Applications; Trademark Licenses

**U.S. Trademark Registrations**

Country	Title	Registration No.	Issue Date	Appl'n No.	Appl'n Date
1 US	HOPPY	1,324,094	03/12/1985	73/419,146	03/28/1983
2 US	BEAR PAW	1,350,336	07/23/1985	73/514,478	12/20/1984
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8 US	SHORT STOP	2,296,623	11/30/1999	75/360,475	09/22/1997
9 US	PLUG-IN SIMPLE!	2,577,124	06/11/2002	75/833,753	10/27/1999
10 US	HOPPY and Design	2,513,821	12/04/2001	75/706,055	5/13/1999
11 US	HOPPY and Design	1,091,725	05/23/1978	73/143,750	10/05/1977
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20 US	ICE CLIPPER	2,103,366	10/07/1997	75/180,963	10/15/1996
21 US	QUICK FILL	1,980,295	06/11/1996	74/621,788	01/17/1995
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25 US	BB (logo)	2,620,328	09/17/2002	76/222,675	03/12/2001
26 US	THE MIXMIZER (and Design)	2,135,507	02/10/1998	75/209,561	12/06/1996

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Canada	PLUG-IN SIMPLE!	TMA 599,917	01/20/2004	1,055,615	04/18/2000
Canada	HOPPY and Design	TMA 569,656	10/28/2002	1,031,504	10/07/1999

**U.S. Trademark Applications**

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US	HOPPY			76/384,649	03/19/2002
US	HOPPY and Design			78/178,190	10/24/2002
US	THE ENGAGER			78/300,511	09/15/2003
US	FLOTOOL			78/297,472	09/08/2003

**Foreign Trademark Applications**

<u>Country</u>	<u>Title</u>	<u>Registration No.</u>	<u>Issue Date</u>	<u>Appl'n No.</u>	<u>Appl'n Date</u>
Europe	HOPPY and Design			2,567,717	02/07/2002
Canada	THE ENGAGER			1,193,974	10/17/2003
Canada	FLOTOOL			1,193,975	10/17/2003

**Trademark Licenses**

NONE

**Common Law Marks and Names**

BrakeBuddy  
Home of the BrakeBuddy  
Alloy Plus  
Auto Performers  
Gary Precision Products  
Klondike  
Storm Performers  
Yukon  
Flat-Lite  
Flex-T  
TAP Adapters  
TAP Converters  
TAP USA Corporation  
Fast Food Meal Holder  
Bench or Rear Seat Deluxe Console  
Kids Console  
ClassicXT  
Junior  
Euro Senior  
Euro Junior  
Strap-Eze  
Retro

**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 26, 2004, is between Hopkins Manufacturing Corporation, a Kansas corporation ("Debtor"), and Antares Capital Corporation, a Delaware corporation (the "Secured Party"), as administrative agent for the benefit of the "Lenders" (as such term is hereinafter defined), First Lien Collateral Agent on behalf of itself and the other First Lien Secured Parties, and as Second Lien Collateral Agent on behalf of itself and the other Second Lien Secured Parties.

WITNESSETH:

WHEREAS, Debtor has entered into a Borrower Security Agreement of even date herewith (as amended, restated, modified or supplemented from time to time, the "Security Agreement") with Secured Party, as administrative agent for the benefit of the lenders referred to therein (the "Lenders"), First Lien Collateral Agent on behalf of itself and the other First Lien Secured Parties, and as Second Lien Collateral Agent on behalf of itself and the other Second Lien Secured Parties, pursuant to which Debtor has granted to (i) First Lien Collateral Agent, for the benefit of the First Lien Secured Parties, a security interest in substantially all the assets of Debtor, including all right, title and interest of Debtor in, to and under all now owned and hereafter acquired Trademarks and Trademark licenses, together with the goodwill of the business symbolized by Debtor's Trademarks, and all products and proceeds thereof and (ii) Second Lien Collateral Agent, for the benefit of the Second Lien Secured Parties, a security interest in substantially all of the assets of Debtor, including all right, title and interest of Debtor in, to and under all now owned and hereafter acquired Trademarks and Trademark licenses, together with the goodwill of the business symbolized by Debtor's Trademarks, and all products and proceeds thereof, to secure the payment of all Liabilities;

WHEREAS, capitalized terms used but not defined herein are used in the manner provided in the Security Agreement;

WHEREAS, Debtor owns the Trademarks listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor does hereby grant to (i) the First Lien Collateral Agent for the benefit of the First Lien Secured Parties and (ii) the Second Lien Collateral Agent for the benefit of the Second Lien Secured Parties (subject to the liens and security interests in favor of the First Lien Secured Parties), a continuing security interest in all of Debtor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, including without limitation, each Trademark referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (2) each Trademark license, including, without limitation, each Trademark license listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (a) infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 annexed hereto and any Trademark licensed under any Trademark license listed on Schedule 1 annexed hereto, or (b) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark license; provided that in no event shall the Trademark Collateral include any Restricted Collateral.

This security interest is granted in conjunction with the security interests granted to the Secured Parties pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of this 26<sup>th</sup> day of July, 2004.

HOPKINS MANUFACTURING  
CORPORATION

By: \_\_\_\_\_



Title: \_\_\_\_\_

*Vice President*

Acknowledged:

ANTARES CAPITAL CORPORATION,  
as Agent, First Lien Collateral Agent and  
Second Lien Collateral Agent

By: \_\_\_\_\_

Title: \_\_\_\_\_



**ACKNOWLEDGMENT**

State of   NJ   )

County of   Union   )

ss.

On the date first set forth above before me personally appeared   Steve Skoler   who executed the foregoing instrument as the   Vice President   of Hopkins Manufacturing Corporation, who being by me duly sworn, did depose and say that he is such officer of such corporation; that the foregoing instrument was executed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

{Seal}

  Gregory Sullivan    
Notary Public

**GREGORY SULLIVAN**  
**NOTARY PUBLIC OF NEW JERSEY**  
**Commission Expires 12/30/2007**



# Schedule 1

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Foreign Trademark Applications; Trademark Licenses

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Auto Performers  
Gary Precision Products  
Klondike  
Storm Performers  
Yukon  
Flat-Lite  
Flex-T  
TAP Adapters  
TAP Converters  
TAP USA Corporation  
Fast Food Meal Holder  
Bench or Rear Seat Deluxe Console  
Kids Console  
ClassicXT  
Junior  
Euro Senior  
Euro Junior  
Strap-Eze  
Retro

ConsoleTwin  
Measure & Pour Spout  
The Big Mouth Spout  
Multi-Task 5 in 1 Funnel  
The Adjustable Locking Drink Holder  
Multi-Purpose Funnel  
Spill Saver Oil Spout  
Flex Funnel  
Super Funnel  
Step Funnel  
Super Siphon  
Shaker Siphon  
Ice Ripper Ergonomic  
Talon  
Ice Hammer  
Blizzard  
Falcon  
Condor  
Ice Scraper-in-a-Mitt  
Wash 'N Jet  
Chamee Blade  
Thirsty Square  
Level+Plus  
TAP  
Brake-Force  
Impulse  
Brake Master  
FLAT-LITE  
FlatLite  
Mag Strap  
TOW DOCTOR  
SUPERGRAPHITE  
SUPERGRAPHITE (and Design)  
Gas Gauge Funnel  
Snow Rake  
Ripper Extender  
Nite-Glow  
Night-Glow  
Level Light  
Odor Eliminator  
Dash Wipe  
Cargo Organizer  
Pop-Up Trash Can  
Hook-N-Hold  
Mag-Flat  
Quick-Fix

Quick Rinse  
**TAP**

NYDOCS/1163283.1

**RECORDED: 08/11/2004**

**TRADEMARK**  
**REEL: 003024 FRAME: 0782**